

STATE OF NORTH CAROLINA  
COUNTY OF DAVIE

DEPARTMENT OF  
ENVIRONMENTAL QUALITY  
LQS 15-018

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IN THE MATTER OF:	)	
	)	
MARIAN MARTIN	)	
	)	
	)	<b>SETTLEMENT AGREEMENT</b>
	)	
FOR VIOLATIONS OF:	)	
	)	
THE SEDIMENTATION POLLUTION	)	
CONTROL ACT OF 1973	)	

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Marian Martin ("Ms. Martin") and the Division of Energy, Mineral, and Land Resources ("DEMLR") of the North Carolina Department of Environmental Quality ("the Department"), hereby enter into this Settlement Agreement ("Agreement") in order to resolve matters in controversy between them pursuant to N.C. Gen. Stat. §150B-31(b). This matter arose out of the assessment of a civil penalty, in the amount of nine thousand five hundred ninety-four dollars, (\$9,594.00), by the Land Quality Section Chief against the Ms. Martin. The civil penalty was assessed on October 16, 2015, for alleged violations of the Sedimentation Pollution Control Act of 1973 ("SPCA"), and the relevant rules promulgated thereunder, as more fully described in the civil penalty assessment.

Without any hearing of fact or law in the above-styled matter, IT IS THEREFORE AGREED BY THE PARTIES THAT:

1. In order to avoid the cost and delay of litigation, the parties have entered into this Agreement and have agreed that all parties have been correctly designated and that there is no question as to misjoinder or nonjoinder.

2. The parties have agreed that Ms. Martin will make a civil penalty payment of four thousand dollars (\$4,000.00) ("Settlement Amount") to the Department in complete satisfaction of the civil penalty totaling nine thousand five hundred ninety-four dollars, (\$9,594.00) assessed in LQS 15-018. Payment shall be made in four (4) annual installments of one thousand dollars (\$1,000.00) each, with the first (1<sup>st</sup>) payment due upon execution of this Agreement; second (2<sup>nd</sup>) payment due four (4) months after execution of this Agreement, third (3<sup>rd</sup>) payment due eight (8) months after execution of this Agreement; and the fourth (4<sup>th</sup>) payment due twelve (12) months after execution of this Agreement. All Payments shall be made by money order or check and made payable to the North Carolina Department of Environmental Quality or NCDEQ, and delivered to the following address:

John A. Payne  
Assistant Attorney General  
N.C. Department of Justice  
Environmental Division  
9001 Mail Service Center  
Raleigh, North Carolina 27699-9001

3. If the terms of Paragraph two (2) of this Agreement are violated, Ms. Martin shall owe NCDEQ the entire amount of the original civil penalty assessment, i.e., nine thousand five hundred ninety-four dollars, (\$9,594.00), less any payments made by the Ms. Martin pursuant to this Agreement.

4. Nothing in this Agreement shall restrict the right of DEMLR to inspect or take enforcement action against Ms. Martin for any new or subsequent violations of the SPCA and the relevant rules promulgated thereunder. Similarly, nothing in this Agreement shall restrict Ms. Martin's right to contest a new or subsequent enforcement action arising outside of the October 16, 2015, civil penalty assessment.

5. Ms. Martin expressly agrees that by entering into this Agreement, Ms. Martin waives, for purposes of collection of any sums due hereunder, any and all defenses to the underlying civil penalty assessment. Moreover, Ms. Martin and DEMLR agree that the issue in any action to collect said penalty will be limited to issues of compliance with this Agreement.

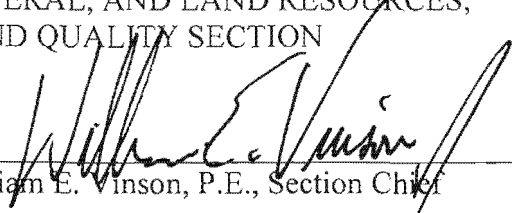
6. The parties agree that the consideration for this settlement is the promises contained herein and that this Agreement contains the whole agreement between them.

7. This Agreement shall be binding upon the parties, their successors and assigns, upon execution by the undersigned, who represent and warrant that they are authorized to enter into this Agreement on behalf of the parties hereto.

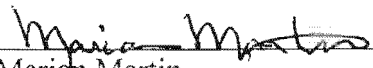
8. Ms. Martin and DEMLR agree that, for purposes of any future bankruptcy proceeding, this Agreement is not intended as, nor shall it be deemed to constitute, a novation of any claims asserted by DEMLR against Ms. Martin. Ms. Martin further agrees that all sums payable to the DEMLR pursuant to this Agreement are nondischargeable in bankruptcy under 11 U.S.C. § 523. Nothing in this Agreement releases any nondischargeability claims that may be asserted by DEMLR in any bankruptcy proceeding, and nothing in this Agreement shall be deemed a waiver of the DEMLR 's right to rely on the nature of any claim or debt released in this Agreement to show that the claim or debt is nondischargeable.

**[SIGNATURES ARE ON THE FOLLOWING PAGE]**

FOR THE DIVISION OF ENERGY,  
MINERAL, AND LAND RESOURCES,  
LAND QUALITY SECTION

  
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William E. Vinson, P.E., Section Chief

FOR MARIAN MARTIN

  
\_\_\_\_\_  
Marian Martin

Date: 1/27/2016

Date: Jan 6, 2016